

January 7, 2003

Mike Arnold
Grafton Technologies, Inc.
119 East Main Street
Grafton, IL 62037

Dear Mike,

Enclosed is a Joint Petition for the Negotiated Traffic Termination Agreement between Grafton Technologies, Inc. and Ameritech Illinois for signature. Our Commission requires notarized Verification from both parties.

Please return signed Joint Petition and notarized verification to me overnight mail.

My mailing address is:

Mary C. Velez
Ameritech
225 West Randolph, Room 27C
Chicago, IL 60606

Any questions, please feel free to call me on 312 551-9150.

Sincerely,

Enclosures

January 9, 2003

Ms. Elizabeth A. Rolondo, Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62794-9280

Dear Ms. Rolando,

Please find for filing with the Commission, the Joint Petition for approval of the Negotiated Traffic Termination Agreement between Grafton Technologies, Inc. and Ameritech Illinois.

Please acknowledge receipt by returning the extra copy of this letter.

Sincerely,

Enclosures

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)
(Ameritech Illinois))
and GRAFTON TECHNOLOGIES, INC.)
) **03 - _____**
Joint Petition for Approval of Negotiated)
Traffic Termination Agreement dated October 7, 2002))
pursuant to 47 U.S.C. § 252)

**JOINT PETITION FOR APPROVAL OF NEGOTIATED
TRAFFIC TERMINATION AGREEMENT BETWEEN
GRAFTON TECHNOLOGIES, INC. AND AMERITECH ILLINOIS**

Illinois Bell Telephone Company (“Ameritech Illinois”) and Grafton Technologies, Inc. through counsel, hereby request that the Commission review and approve the attached Traffic Termination Agreement dated October 7, 2002 pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 47 U.S.C. §§ 252 (a)(1) and 252(e), (the “Act”). In support of their request, the parties state as follows:

1. The Agreement was arrived at through good faith negotiations between the parties as contemplated by Section 252(a) of the Act and provides for Traffic Termination.
2. Pursuant to Section 252(e)(2) the Commission may only reject a negotiated agreement if it finds that (1) the agreement discriminates against another carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity. Neither basis for rejection is present here.
3. As set forth in the attached Verification of Eric Larsen, Ameritech Illinois will make the Agreement available to any other telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.
4. Copies of the Agreement are available for public inspection in Ameritech Illinois and Grafton’s public offices.

WHEREFORE, Ameritech Illinois and Grafton Technologies, Inc. respectfully request that the Commission approve the attached Traffic Termination Agreement as expeditiously as possible.

Respectfully submitted this _____ day of January, 2003

AMERITECH ILLINOIS

Mark Kerber/James Huttenhower
Ameritech Services, Inc.
225 West Randolph Street, 25D
Chicago, Illinois 60606
(312) 727-7140
Counsel

Grafton Technologies, Inc.

Paul Michael Arnold
Grafton Technologies, Inc.
119 East Main Street
Grafton, Illinois 62037
(618) 786-3311
Vice President/GM

ILLINOIS COMMERCE COMMISSION

STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

In accordance with Sections 251 and 252 of the Act, the parties engaged in good faith negotiations and agreement was reached on October 7, 2002. The Agreement expires January 1, 2005. Absent the receipt by one Party of written notice from the other Party at least within 180 days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party. The key provisions of the Agreement are summarized as follows:

Network Architecture

The Parties will work cooperatively to implement this Agreement.

Network Connections

In each exchange are in which either Party wishes to exchange traffic with the other Party's End Users and/or utilize the other Party's facilities for a transiting function, each Party will cooperatively make facility arrangements.

Identification and Classification of Traffic

Telecommunications traffic exchanged between the Parties will be classified as either IntraLATA Toll or InterLATA Toll Traffic.

Reservation of Rights and Specific Intervening Law Terms

The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996 Intercarrier Compensation for ISP-bound Traffic (the "ISP Compensation Order.") The Parties agree that by executing this Agreement and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation, including but not limited to the SBC ILECs option to invoke on the date specified by the SBC ILECs the FCC's ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

Under Sections 252(e)(1) and (2) of the Act, the Commission may reject the Agreement only if the Agreement or a portion thereof "... discriminates against a telecommunications carrier not a party to the agreement" or "... implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity". Because the Agreement is the product of voluntary negotiation, it does not have to comply with the standards set forth in Sections 251(b) and (c), thus rendering inapplicable the pricing standards set forth in Section 252(d).

The Agreement is the product of good faith, arms-length negotiations between competitors. Overall, the Agreement is acceptable to both parties and it shows that two carriers, negotiating in good faith under the terms of the Act, can arrive at a mutually beneficial business arrangement that overall meets their individual business interests and furthers the cause of competition in the local exchange market.

The Agreement meets all the requirements of the Act and the Commission should approve it.

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Notary Public